



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 8, 2004

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF ENGINEER OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO FILE AN APPLICATION
FOR GRANT FUNDS AND TO ACT AS AGENT FOR THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT WHEN CONDUCTING BUSINESS WITH THE
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Adopt the enclosed Resolution delegating authority to the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to file an application to the California Integrated Waste Management Board for grant funds in the amount up to \$750,000 and to act as agent for the Los Angeles County Flood Control District when conducting business with the California Integrated Waste Management Board on any and all matters related to this grant, including negotiating and executing the grant agreement, substantially similar to the contract presented in Attachment A, and any amendments, and signing requests for disbursement. Adoption of the enclosed Resolution will have no impact to the County General Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Resolution will enable the Chief Engineer, or his designee, to carry out the activities described above. If awarded, the grant funds in the amount up to \$750,000 will be used to assist in financing a project to construct trash excluders on catch basins within the Los Angeles County Flood Control District's geographic boundary. These trash excluders will reduce the amount of trash entering storm drains and improve the quality of the environment.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Fiscal Responsibility by applying for grant funding through the California Integrated Waste Management Board for a significant portion of the project cost.

FISCAL IMPACT/FINANCING

Upon approval of the application for the grant funds, an amount up to \$750,000 will be available for the anticipated project for the next fiscal year. The Department will request the Board to accept the grant funding, approve the project plans and specifications, approve advertisement of the construction contract for bids, and award the construction contract.

There will be no impact to the County General Fund.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The California Integrated Waste Management Board's regulations require grant applications to include a resolution from the jurisdiction's governing body authorizing submission of the grant application and identifying the title of the individual authorized to execute any agreements, applications, contracts, amendments, and requests for payment.

The enclosed Resolution and sample contract meets the criteria established by the California Integrated Waste Management Board and has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Adoption of the enclosed Resolution does not constitute a project nor the approval of a project pursuant to Section 301 of the County's Environmental Document Reporting Procedures and Guidelines. Consequently, the proposed action is not subject to the requirements of the California Environmental Quality Act. The appropriate environmental document for the project to construct trash excluders will be prepared at a later date in accordance with the requirements of the California Environmental Quality Act.

The Honorable Board of Supervisors
April 8, 2004
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Upon approval, please return two approved copies of this letter and four copies of the signed Resolution to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

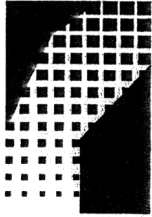
RG:ph

C041380

P:\pdpub\Temp\FLOOD\MISC\GOMEZ\CSWB Grant Proposal\Grant Board Ltr for IWMB grant REVISION-2.doc

Enc.

cc: Chief Administrative Office
County Counsel



**SOLID WASTE DISPOSAL AND CODISPOSAL
SITE CLEANUP PROGRAM**

County:
Project:
Grant #:
Amount \$:
IWMB use only

LOCAL GOVERNMENT GRANT AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS _____ DAY OF _____, _____, BY AND BETWEEN THE STATE OF CALIFORNIA, INTEGRATED WASTE MANAGEMENT BOARD, hereinafter referred to as "BOARD," and THE _____, a political subdivision of the State of California, hereinafter referred to as "GRANTEE".

WHEREAS, California Public Resources Code, Division 30, sections 40400-40510 has embodied the duties, powers, purposes, and responsibilities of the **BOARD**; and

WHEREAS, California Public Resources Code, Division 30, section 48027 created the Solid Waste Disposal Site Cleanup Trust Fund in the State Treasury, and section 48020 authorized the **BOARD** to provide matching grants to local governments to assist in site cleanup; and

WHEREAS, the **BOARD** has determined that **GRANTEE** is responsible for site cleanup needed to protect public health and safety or the environment and requires a matching grant to assist in timely site cleanup; and

WHEREAS, pursuant to the above authority, the **BOARD** allocated a maximum amount of \$_____ from the Solid Waste Disposal Site Cleanup Trust Fund by Resolution Number _____ dated _____, 199____ (____/____ Fiscal Year).

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION I

GRANTEE shall perform all work necessary to complete the following described site cleanup:

A. Detailed Project Description: _____

B. Project Costs and Grant Amount:

- (1) Site Cleanup Costs: \$_____
- (2) Testing Costs: \$_____
- (3) Engineering Services (maximum 12% of (1) + (2)): \$_____
- (4) Total Project Cost {(1) + (2) + (3)}: \$_____
- (5) GRANT AMOUNT {50% of (4) maximum}: \$_____

2. **GRANTEE** shall establish a special cleanup account for this project. All grant funds received from the **BOARD** and matching funds from the **GRANTEE** shall be placed in this account. Only eligible site cleanup, testing, and engineering services costs under this Agreement shall be paid from matching grant funds. All ineligible project costs, including costs of eligible work that exceed the Grant Amount in paragraph 1.B.(5) above, shall be the responsibility of the **GRANTEE** and shall not be paid from **BOARD** or **GRANTEE** grant funds.

3. **GRANTEE** shall submit plans and specifications for site cleanup to the **BOARD** for written approval within _____ calendar days of the above date of Grant Agreement. Plans and specifications shall meet design requirements of Title 14, California Code of Regulations (CCR), Division 7, Chapter 3, Article 7.8, Disposal Site Standards Closure and Postclosure; Title 23, CCR, Chapter 15, Article 4, Construction Standards; and other engineering and environmental requirements deemed applicable by the **BOARD**. **GRANTEE** shall carry out and complete the site cleanup project in accordance with approved plans and specifications. Any changes or modification to said documents shall require written approval by the **BOARD** prior to performing the changed work, or said changed work will not be eligible for payment by the State.

Funds shall not be used for the removal, abatement, cleanup or otherwise handling in any manner of hazardous substances, as defined in 42 U.S.C. section 9601 (14), CERCLA.

4. **GRANTEE** shall comply fully with applicable federal, state and local laws, ordinances, regulations and permit requirements for all work performed under this Agreement. **GRANTEE**, by signing this Agreement, certifies compliance with: (a) applicable California Environmental Quality Act requirements prior to start of site cleanup; (b) nondiscrimination program requirements of Government Code Section 12990 and Title 2, CCR, Section 8103, unless exempted; and; (c) drug-free workplace requirements of Government Code Section 8355.

5. Time is of the essence in this Agreement. **GRANTEE** shall enter into all necessary contracts for the work by _____ and shall cause all work to be completed by _____ or such subsequent dates approved in writing by the **BOARD**.

6. **GRANTEE** shall allow authorized Local Enforcement Agency, the **BOARD**, and other State Agency representatives to inspect the site cleanup and related work being performed at any time during the performance of the work, and shall provide full access to project records.

7. **GRANTEE** agrees that the **BOARD**, the State Controller's Office, and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of **GRANTEE's** records pertaining to this Agreement to conduct reviews and/or audits. **GRANTEE's** records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditors upon request. Such records shall be retained for at least three (3) years after expiration of this Agreement, or until completion of actions and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later. If an audit reveals that Grant funds have not been expended in accordance with this Agreement, the **GRANTEE** may be required to forfeit the unexpended portion of Grant funds and/or repay the State for any improperly expended funds.

8. **GRANTEE** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: (a) anything done or omitted by **GRANTEE** under this Agreement; (b) any negligence or consequences of negligence in guarding or protecting project work; (c) the use of improper materials or methods in performing project work; and/or (d) any act or omission by the **GRANTEE** or his agents during the progress of the work and at any time before its completion and final acceptance.

9. **GRANTEE**, and agents and employees of **GRANTEE**, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

10. **GRANTEE** agrees to acknowledge **BOARD's** support whenever work funded in whole, or part, by this Agreement is publicized in any news media, brochures, or other type of promotional material.

SECTION II

1. Upon determination by the **BOARD** that **GRANTEE** has fulfilled all of the conditions stated in Section I, the **BOARD** will disburse the State's share of the eligible project costs up to \$ _____ in the manner described in this section.

2. **GRANTEE** may submit payment requests not more than once per month on **BOARD** furnished payment request forms. Payment requests shall be accompanied by receipts, canceled checks and/or invoices for completed project work and the request shall be signed by the person authorized by **GRANTEE's** Resolution.

3. **BOARD** staff will verify payment requests for accuracy and adjust as necessary. Payments will be computed at 50 percent of the total project amount approved by **BOARD** staff for payment, less 10 percent of State's share to be retained by the State until **GRANTEE** has satisfied all conditions stipulated in this Agreement. After **BOARD** staff approval, payment requests will be forwarded to the State Controller's Office for issuance of payment warrants.

4. The State will make payments to **GRANTEE** as promptly as fiscal procedures permit. Payment is due to **GRANTEE** 60 calendar days from the date payment request is received at the **BOARD**.

SECTION III

1. **Availability of Funds.** The State's obligations under this Agreement are contingent upon and subject to the availability of funds in the State Treasury's Solid Waste Disposal Site Cleanup Trust Fund.

2. **Discretionary Termination of Agreement.** The State will have the right to terminate this Agreement at its sole discretion at any time upon 30 days' written notice to **GRANTEE**. In case of early termination, final payment will be made to **GRANTEE** upon receipt of a final payment request covering costs incurred to termination, and a written report describing all Grant work performed.

3. **Severability.** If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

4. **Controlling Law.** All questions concerning validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder will come within the jurisdiction of and be governed by the laws of the State of California.

5. **Entire Agreement.** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and contains the entire agreement of the parties.

6. **Communications.** All formal notices required by this Agreement will be given in writing and sent by prepaid mail, by personal delivery, or by FAX followed by an original. All official communications from **GRANTEE** to the **BOARD** shall be directed to:

Marge Rouch, AB 2136 Program Manager
 Closure and Remediation Branch
 California Integrated Waste Management Board
 8800 Cal Center Drive
 Sacramento, CA 95826
 Phone: (916) 255-2347
 FAX: (916) 255-4073

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.			
STATE OF CALIFORNIA		GRANTEE	
AGENCY Integrated Waste Management Board		GRANTEE'S NAME (Governing Body, City Council, Board of Supervisors) BY (Authorized Signature) TYPED NAME OF PERSON SIGNING	
TITLE Executive Director		TITLE (Authorized by Resolution)	
DATE OF SIGNATURE		DATE OF SIGNATURE	
AMOUNT ENCUMBERED BY THIS AGREEMENT \$	FUND TITLE Solid Waste Disposal Site Cleanup Trust Fund	ITEM 3910-516-386	Department of General Services Use Only
PRIOR AMOUNT FOR THIS SITE CLEANUP \$	CHAPTER 655	STATUTE 1993	
TOTAL AMOUNT ENCUMBERED TO DATE \$	FISCAL YEAR	OBJECT OF EXPENDITURE (Code / Title)	
SIGNATURE OF ACCOUNTING OFFICER			DATE

Local Government Grant # 2136-9 - -

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES ACTING AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, APPROVING THE
FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE SOLID
WASTE DISPOSAL SITE CLEANUP TRUST FUND FOR CONSTRUCTION OF
CATCH BASIN TRASH EXCLUDERS**

WHEREAS, the people of the State of California have enacted Assembly Bill 2136 that authorizes the California Integrated Waste Management Board to initiate and administer a program for cleanup of solid waste disposal sites and for cleanup of solid waste at codisposal sites where the responsible party either could not be identified or is unable or unwilling to pay for timely remediation, and where cleanup is needed to protect public health and safety or the environment; and

WHEREAS, said procedures established by the California Integrated Waste Management Board require the applicant to certify by resolution the approval of application before submission of said application to the State of California; and

WHEREAS, the County of Los Angeles Board of Supervisors certifies through this Resolution that the Los Angeles County Flood Control District, hereinafter referred to as "FLOOD CONTROL DISTRICT" is authorized to submit an application for grant funds under this program; and

WHEREAS, if the FLOOD CONTROL DISTRICT is selected for a grant award, the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designee, will enter into an agreement with the State of California for the performance of the project as described in the application; and

WHEREAS, the County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the FLOOD CONTROL DISTRICT, hereby:

1. Approves the filing of a grant application to the California Integrated Waste Management Board for the construction of catch basin trash excluders using grant funds from the Solid Waste Disposal Site Cleanup Trust Fund; and
2. Certifies that the FLOOD CONTROL DISTRICT has or will have matching funds to finance 50 percent of the project cost; and
3. Authorizes the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designees in the County of Los Angeles Department of Public Works including Chief Deputy Director, Assistant Director, Deputy Director, Assistant Deputy Director, Assistant Deputy Director of Finance, and Division Chief, to file an

The foregoing Resolution was on the _____ day of _____, 2004, adopted by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy